

STATE OF CONNECTICUT • COUNTY OF TOLLAND
INCORPORATED 1786

TOWN OF ELLINGTON

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MICHAEL P. STUPINSKI
First Selectman

PETER J. CHARTER
Deputy First Selectman

LAURIE E. BURSTEIN
ANN L. HARFORD
A. LEO MILLER, JR.
JAMES M. PRICHARD
JOHN W. TURNER

BOARD OF SELECTMEN
Monday, June 15, 2009
Town Hall – Meeting Hall

SELECTMEN PRESENT: Laurie Burstein, Ann Harford, A. Leo Miller, James Prichard, Michael Stupinski and John Turner

SELECTMAN ABSENT: Peter Charter

OTHERS PRESENT: Finance Officer: Nick DiCorleto; EVAC President: Peter Hany; EVFD Chief: Michael Varney; Hockanum River Watershed Association President: Doug Smith; S. Windsor Hockanum River Commission: Albert Barnett and Joe Caruso; Youth Services: Chantal Haracsy and Jason Brown; Conservation Commission Member: Jim Gage; Milfoil Committee Members: Bill Merson and Monique Burns; Residents: Rick Neal and Jay Margnelli

Prior to calling the meeting to order, Mr. Stupinski recognized the following commission members for 10 years of service to the Town of Ellington and presented each with a proclamation:

John Luginbuhl, *Economic Development Commission* [not in attendance]
Audrey A. Kubas, *Insurance Advisory Board*
Jonathan H. Allen, *Insurance Advisory Board*

BOARD OF SELECTMEN:

I. CALL TO ORDER:

First Selectman Stupinski called the meeting of the Board of Selectmen (BOS) to order at 7:36 p.m.

II. CITIZENS' FORUM:

Ms. Harford presented an article she read in the last edition of the CCM CT Town and City Newsletter regarding the Town of Danbury's new program that extends tax relief to its senior citizens. Property tax credit is provided to senior citizens who volunteer their time in the community. The amount is dependent on the number of hours of volunteer service provided and is between a \$300 to \$600 tax credit. Ms. Harford suggested looking into adopting a similar plan for Ellington. First Selectman Stupinski agreed it could be looked into and stated he had similar thoughts when he read the article.

III. APPROVAL OF MINUTES:

B. May 12, 2009 Annual Town Budget Meeting:

MOVED (MILLER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO APPROVE THE ANNUAL TOWN BUDGET MEETING MINUTES OF MAY 12, 2009.

B. May 18, 2009 Board of Selectmen Meeting:

MOVED (HARFORD), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPROVE THE BOARD OF SELECTMEN MEETING MINUTES OF MAY 18, 2009.

IV. UNFINISHED BUSINESS:

A. Award Contract – EVFD Aerial Ladder Truck:

MOVED (STUPINSKI), SECONDED (HARFORD) AND PASSED (BURSTEIN, HARFORD, MILLER AND PRICHARD VOTED – AYE) TO AWARD THE BID FOR THE EVFD HEAVY DUTY AERIAL LADDER TRUCK TO CRIMSON FIRE, INC., OF BRANDON, SOUTH DAKOTA FOR AN AMOUNT NOT TO EXCEED \$860,000, AS SPECIFIED IN THE CONTRACT AGREEMENT [attached] AND AS RECOMMENDED BY THE FIRE CHIEF; AND FURTHER, TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE CONTRACT AGREEMENT. (TURNER – ABSTAINED)

V. NEW BUSINESS:

A. Tax Refunds/Abatements:

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO APPROVE THE TAX REFUNDS IN THE AMOUNT OF \$992.08, AS RECOMMENDED BY THE TAX COLLECTOR AND AS SPECIFIED IN THE REFUNDS/ABATEMENTS STATEMENT FOR JUNE, 2009. (Attached)

B. Presentation by Doug Smith re: Hockanum River Trails:

Mr. Smith, President of the Hockanum River Watershed Association (HRWA), came forward and presented a packet of information on the HRWA. Mr. Smith explained the relationship HRWA has with other towns and asked if a relationship with Ellington, possibly through the Conservation Commission (CC), could be established. He made a presentation to the CC previously, but has not heard anything back from them. Mr. Smith stated their trails in Ellington (outlined in the packet) were established by agreements between the landowners and the HRWA. Some of the other landowners of areas where they would like to create trails did not want to make agreements with HRWA unless they had the town's endorsement. Mr. Smith also stated that if the town adopted the plan, HRWA could possibly obtain some type of insurance under the town. Mr. Stupinski questioned what type of coverage they are looking for and felt the trails are a good idea, but that more research needs to be done. Mr. Turner also questioned the town's liability, such as financial, ADA accessibility, parking and maintenance, if the HRWA plan was adopted. Some discussion followed on these issues as well as the HRWA's plan for further trail development. The BOS was in support of the HRWA's efforts and agreed to arrange for a subcommittee through the CC to research the concerns presented and the possibility of establishing the HRWA as a subcommittee to the CC.

C. Presentation by Chantal Haracsy/Jason Brown re: Conservation Land on Pinney Street:

Ms. Haracsy, from the Department of Youth Services, and Mr. Brown presented plans for a community park, known as PUL project. The purpose of this project is to pull the community together through peace, understanding and love and the intent is to develop a walking area with flower gardens for the community and others to enjoy. They have spoken with HRWA about incorporating this into their trails for ease of parking and accessibility. The location works well with this plan and is near Deer Valley Apartments. Ms. Haracsy and Mr. Brown have talked with several people in the community getting ideas and plans together as far as design, maintenance, and construction. Their goal is to keep costs as low as possible and gain as much volunteer work and donations as possible. The major concern raised was the location conflicting with the proposed South-end Fire Station site. Many of the Selectmen were in support of the idea, but stated the exact location would not work. It was suggested that the proposed park be moved north and Ms. Haracsy and Mr. Brown were willing to be flexible, their intent is the park, not the specific design or location. Mr. Turner suggested they contact the fire department and work with them to develop their plan. Mr. Stupinski noted he had a meeting with Sarah Arbelaez from Ellington High School regarding a request to post volunteer and community service projects on the Town of Ellington's website in conjunction with the Ellington High School's website. He stated they will be working on this idea and that it could be a potential way to help maintain this park.

D. Re-establish Ad Hoc Design Review Board:

MOVED (MILLER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO RE-ESTABLISH THE AD HOC DESIGN REVIEW BOARD FOR ANOTHER YEAR TO JUNE 30, 2010.

E. PZC Recommendation to Accept Barbara's Way as Town Road [re: Grant Hill Estates]:

MOVED (MILLER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO ACCEPT BARBARA'S WAY AS A TOWN ROAD, AS DEFINED ON THE DEED, PURSUANT TO PLANNING AND ZONING COMMISSION APPROVAL OF THE GRANT HILL ESTATES SUBDIVISION WHICH INCLUDED THE ABOVE-NOTED ROAD. FURTHER RESOLVED, TO AUTHORIZE THE TOWN PLANNER TO RECORD THE TENDERED DEED IN ACCORDANCE WITH THIS AUTHORIZATION AND THE SUBDIVISION REGULATIONS. FURTHER RESOLVED, TO AUTHORIZE THE TAX COLLECTOR TO ABATE THE TAXES ON THIS ROAD ONCE THE TOWN ASSUMES OWNERSHIP. (Deed attached)

Mr. Miller asked if the DPW has weighed in on this matter. Mr. Stupinski stated it was recommended by the PZC so he assumes the normal inputs were made.

F. Budget Execution – July and August:

MOVED (MILLER), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO TO AUTHORIZE THE FINANCE OFFICER TO EXPEND BOARDS', AGENCIES' AND DEPARTMENTS' BUDGETS FOR FISCAL YEAR 2009-2010 FOR THE MONTHS OF

JULY AND AUGUST 2009, PENDING BUDGET EXECUTION APPROVAL BY THE BOARD OF SELECTMEN.

Mr. Miller asked Mr. DiCorleto if there is anything specific or unusual he would like to touch on. Mr. DiCorleto stated there was nothing.

G. EDC Tax Abatement Request – Skip's Septic Service:

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO GRANT, PENDING TOWN MEETING APPROVAL, AN ABATEMENT OF TAXES, AS REQUESTED BY SKIP'S SEPTIC SERVICE, LLC, FOR A PERIOD OF NOT MORE THAN TWO YEARS, AS RECOMMENDED BY THE ECONOMIC DEVELOPMENT COMMISSION AND IN ACCORDANCE WITH THE ECONOMIC DEVELOPMENT COMMISSION TAX ABATEMENT PROGRAM. SAID TAX ABATEMENT WILL APPLY TO THE OCTOBER 1ST TAX LIST IMMEDIATELY FOLLOWING ISSUANCE OF CERTIFICATE OF OCCUPANCY. FURTHER, TO AUTHORIZE THE FIRST SELECTMAN TO WARN A SPECIAL TOWN MEETING FOR MONDAY, JULY 20, 2009, AT 7:15 P.M. AT THE ELLINGTON TOWN HALL TO CONSIDER THE ABOVE-NOTED TAX ABATEMENT.

Mr. Miller stated this is a perfect example of what the program is designed for. Mr. Stupinski agreed.

H. Land Acquisition for Open Space – Webster Road:

Mr. Stupinski asked that all three parcels be made as separate motions and votes.

MOVED (MILLER), SECONDED (BURSTEIN) TO RECOMMEND TO THE BOARD OF FINANCE AN APPROPRIATION OF \$94,200 FROM THE OPEN SPACE ACCOUNT FOR THE PURCHASE OF 29.27 ACRES OF LAND, KNOWN AS PORTER AND WEBSTER ROAD PROPERTY [APN 145-004-0000] IN THE TOWN OF ELLINGTON, FROM RICHARD W. LEE TO BE USED AS OPEN SPACE.

Ms. Burstein expressed concern that these smaller parcels may compete for funding and town support against the larger potential property that is coming up. Some discussion ensued regarding the attractiveness of the different parcels, the possible lack of support from the public to purchase these properties in addition to the larger one that is coming up, and the feasibility of postponing this item until next month. Mr. Gage advocated for the attributes of these parcels as being in the Snipsic Lake Watershed as well as being adjacent to the state forest. It was noted all pieces have their attributes, but the timing is not conducive and it was the consensus of the BOS to postpone their decision regarding this land acquisition.

Miller withdrew the motion; Burstein withdrew the second.

This item has been tabled to the July 20, 2009 meeting of the BOS.

I. CRRA Transfer Station Host Community Agreement:

MOVED (TURNER), SECONDED (HARFORD) AND PASSED (BURSTEIN, HARFORD, PRICHARD, AND TURNER VOTED – AYE) TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE *TRANSFER STATION HOST COMMUNITY AGREEMENT*

(attached) BETWEEN THE TOWN OF ELLINGTON AND CONNECTICUT RESOURCES RECOVERY AUTHORITY, AS RECOMMENDED BY THE TOWN ATTORNEY. (MILLER VOTED – NAY)

Mr. Stupinski explained the history behind this contract. Mr. Miller voiced concerns regarding the contract and discussion followed specific to his areas of concern.

J. Visiting Nurse and Health Services Contract:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE AGREEMENT BETWEEN VISITING NURSE AND HEALTH SERVICES OF CT, INC. AND THE TOWN OF ELLINGTON FROM JULY 1, 2009 THROUGH JUNE 30, 2010. (Attached)

K. Parks and Recreation Commission - Waterfront/Day Camp Staff 2009:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO APPROVE THE HIRING OF SUMMER STAFF, AS APPROVED BY THE PARKS AND RECREATION COMMISSION AND AS SPECIFIED IN THE MEMOS SUBMITTED BY PARKS AND RECREATION DIRECTOR AND RECREATION SUPERVISOR DATED MAY 18, 2009 AND MAY 20, 2009. (Attached)

L. Housing Rehabilitation Program - Contract Award for Lead Paint Inspection Services:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO AWARD THE CONTRACT FOR LEAD PAINT INSPECTION SERVICES FOR THE FY 2008 SMALL CITIES HOUSING REHABILITATION PROGRAM TO CONNECTICUT LEAD PAINT SOLUTIONS OF GLASTONBURY IN AN AMOUNT NOT TO EXCEED \$12,000, AS RECOMMENDED BY THE PROGRAM MANAGER AND FURTHER, TO AUTHORIZE THE FIRST SELECTMAN TO EXECUTE THE CONTRACT AGREEMENT.

M. Milfoil Committee Request to Waive Normal Bid Procedures for Suction Harvesting Contractor:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO WAIVE THE NORMAL BIDDING PROCEDURES, AND AWARD THE CONTRACT FOR SUCTION HARVESTING AT CRYSTAL LAKE TO BRUCE LOCKHART OF WATER'S EDGE, AS RECOMMENDED BY THE AD HOC CRYSTAL LAKE MILFOIL COMMITTEE.

Mr. Stupinski stated the justification for this was noted in the email correspondence from Mr. Merson. (Attached). The Vice Chairman of the Milfoil Committee gave a short presentation on the reasoning as well.

N. Exempt Salary Ranges 2009-2010:

MOVED (TURNER), SECONDED (MILLER) TO INCREASE THE EXEMPT SALARY CLASSIFICATION RANGES FOR 2009-10.

Discussion followed regarding setting a percentage increase on salary ranges. Concern was that someone might receive a raise through this percentage increase even though salaries are frozen. Mr. Stupinski stated this would only happen to a few people, if any, who are on one end of the salary range.

VOTE ON ABOVE MOTION: NAY, BY UNANIMOUS VOTE.
MOTION FAILED.

MOVED (MILLER), SECONDED (BURSTEIN) TO AMEND THE PRIMARY MOTION TO INCREASE THE EXEMPT SALARY CLASSIFICATION RANGES FOR 2009-10 BY 2%.

VOTE ON ABOVE MOTION: NAY, BY UNANIMOUS VOTE.
AMENDED MOTION FAILED.

MOVED (PRICHARD), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO FREEZE THE EXEMPT SALARY CLASSIFICATION RANGES FOR 2009-10.

VI. ADMINISTRATIVE REPORTS: So noted.

VII. SELECTMEN COMMITTEE REPORTS:

A. Personnel Committee:

1. Resignations:

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO ACCEPT, WITH REGRET, THE RESIGNATION OF DENNIS MILANOVICH FROM THE SHARED SERVICES COMMISSION.

2. Appointments:

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO APPOINT RODGER HOSIG TO THE AD HOC CRYSTAL LAKE MILFOIL COMMITTEE TO MAY 31, 2010.

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO REAPPOINT MICHELE BEAULIEU, ROBERT DAWSON, JANET MARSHALL AND KEVIN ZAHNER TO THE AD HOC DESIGN REVIEW BOARD FOR A ONE-YEAR TERM TO JUNE 30, 2010.

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO REAPPOINT MARGARET BEAN TO THE HOUSING AUTHORITY FOR A FIVE-YEAR TERM TO JUNE 30, 2014.

MOVED (MILLER), SECONDED (HARFORD) AND PASSED UNANIMOUSLY TO REAPPOINT MICHAEL YOUNG TO THE VERNON AREA CABLE TV ADVISORY COUNCIL FOR A TWO-YEAR TERM TO JUNE 30, 2011.

B. Ordinance Committee:

Ms. Harford stated they had a meeting tonight at 6:30 p.m. Jim Connolly, President of the Ellington Scholarship Association (ESA), was at the meeting and there was discussion on whether donations to the municipal scholarship fund could be requested through tax bills. It was questioned whether a voluntary check box for donations could

be added to the tax bills. The ESA did not know if this was legal and wondered what other options may be pursued to increase donations as there has been a decline due to the economic conditions. Ms. Harford stated they would like to research it more and it was agreed this item would be addressed next month. Mr. Connolly requested that he receive all the research information.

VIII. SELECTMEN LIAISON REPORTS:

Ms. Burstein stated she attended a Human Services Commission meeting and the enthusiasm and number of participants was impressive. They are getting ready for Safety Town. Also, the Senior Center was granted money to replace their vehicle. The group had asked Ms. Burstein if it would be possible for them to look into using the old Ellington Supermarket space. Mr. Stupinski stated they could look into it again but that the last time they did it was not financially conducive.

Mr. Turner reported on the Emergency Services Evaluation Committee. They met with Town Attorney Ryan and made adjustments to the contracts and as soon as the corrections come back from Attorney Ryan, the contracts will be ready to go through the approval process. Mr. Stupinski stated he met with Mr. Hany, President of Ellington Volunteer Ambulance Corporation, regarding the charging fund and Mr. Hany will be presenting the language to Attorney Ryan for approval and incorporation into the contracts. Mr. Turner added that this committee is making good progress.

Mr. Turner also reported on the Milfoil Committee by stating they are a hardworking, talented group.

Mr. Miller stated he unfortunately missed the last two meetings of the Pinney House Committee, one he could not make and the other was not held, but that he read the report by Peter Welti and it appears they have a real sense of how the process should work and that they are making major strides.

Ms. Harford reported that the Shared Services meeting is scheduled for tomorrow night, but she does not know if it is being held as there have been scheduling issues.

IX. FIRST SELECTMAN'S REPORT:

Mr. Stupinski stated he already gave the first part of his report during Ms. Haracsy and Mr. Brown's presentation regarding the community and volunteer opportunities database link to be put on the Town of Ellington's website.

He also reported on the Windermere Bridge. The projected construction time was originally four months, beginning June 1, but they are hopeful it will be only three months. He has received a couple of emails from businesses on Route 83 stating their business has declined since the bridge closing. There is not much Mr. Stupinski can do as this is a state project. He also stated he has heard a rumor about construction being delayed due to breeding frogs and wanted to emphasize this is not true and the only delay was that construction on the river cannot be done from September 1 to June 1 due to it being a fish area.

Some discussion followed regarding the serious congestion of five corners for two hours during rush hour. Mr. Stupinski said he will look into the state providing some type of solution to this problem.

X. CORRESPONDENCE: None.

XI. EXECUTIVE SESSION:

MOVED (TURNER), SECONDED (MILLER) AND PASSED UNANIMOUSLY TO GO INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING STRATEGY WITH REGARD TO COLLECTIVE BARGAINING AT 9:37 PM.

PRESENT: In addition to the BOS, Labor Atty., Patrick McHale was also present.

MOVED (HARFORD), SECONDED (PRICHARD) AND PASSED UNANIMOUSLY TO COME OUT OF EXECUTIVE SESSION AT 10:15 P.M.

MOVED (PRICHARD) SECONDED (HARFORD) TO AUTHORIZE THE FIRST SELECTMAN TO IDENTIFY TOWN POSITIONS FOR LAYOFF AND/OR REDUCTIONS IN SCHEDULED HOURS IN THE EVENT THAT ONE OR MORE OF THE TOWN'S BARGAINING UNITS REJECT THE TOWN'S REQUEST TO FOREGO NEGOTIATED WAGE INCREASES FOR THE 2009-2010 FISCAL YEAR, CONSISTENT WITH THE TERMS OF APPLICABLE COLLECTIVE BARGAINING AGREEMENTS.

Mr. Miller asked to amend the motion.

MOVED (MILLER), SECONDED (BURSTEIN) TO AMEND THE MOTION AS FOLLOWS: TO AUTHORIZE THE FIRST SELECTMAN ONLY TO REDUCE HOURS BY 3.25% ACROSS THE BOARD FOR WHITE COLLAR AND SUPERVISOR POSITIONS, AND TO AUTHORIZE THE FIRST SELECTMAN TO IDENTIFY POSITIONS FOR LAYOFF AMONG PUBLIC WORKS POSITIONS IN THE EVENT THESE BARGAINING UNITS ARE UNWILLING TO AGREE TO A WAGE FREEZE CONCESSION FOR 2009-2010 FISCAL YEAR.

VOTE ON THE AMENDMENT:

AYE – MILLER

NAY – TURNER, BURSTEIN, HARFORD AND PRICHARD.

AMENDED MOTION FAILED.

VOTE ON INITIAL MOTION:

NAY – MILLER

AYE – TURNER, BURSTEIN, HARFORD AND PRICHARD

INITIAL MOTION PASSED.

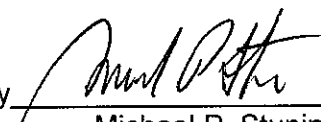
XII. ADJOURNMENT

MOVED (HARFORD), SECONDED (BURSTEIN) AND PASSED UNANIMOUSLY TO ADJOURN THE MEETING OF THE BOARD OF SELECTMEN AT 10:22 P.M.

Submitted by


Deborah Hoffman

Approved by


Michael P. Stupinski



CRIMSON FIRE

A Spartan Company

TV

A Wholly Owned Subsidiary of Spartan Motors, Inc.
907 7th AVENUE NORTH BRANDON, SD 57005-2003 (605) 582-4000
FAX (605) 582-4001

CONTRACT

THIS CONTRACT ("Contract") is made by and between Crimson Fire, Inc. ("Crimson Fire") and **TOWN OF ELLINGTON, CT., / ELLINGTON VOLUNTEER FIRE DEPARTMENT** ("Customer"). This Contract will not become binding upon Crimson Fire until it is executed by an officer of Crimson Fire, and the effective date of the Contract ("Effective Date") will be the date that the Crimson Fire officer executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, Crimson Fire shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the attached specifications ("Specifications") pages 1-169. In the event there is any conflict between Original Specification and the attached specifications the attached specifications will prevail.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Crimson Fire because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from Crimson Fire's factory, within 365 days. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory within 75 days of the effective date of this contract. All days exceeding 75 days will be added to the above mentioned delivery timeframe.** To meet the 75 day deadline, Crimson Fire commits to have all information necessary for the pre-construction meeting complete within 45 days. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Crimson Fire requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.

A \$200.00 per day penalty clause will be paid to the Customer if the apparatus is not completed within the sixty (60) days of the above referenced delivery timeframe, from date completed vehicle leaves Brandon SD manufacturing facility. Any modifications made to apparatus after a signed pre-construction change order or any delays by Customer as noted above may extend the above quoted delivery timeframe as determined by Crimson Fire. The penalty clause will stop once apparatus has shipped from Crimson Fire. Delivery time does not include time after vehicle leaves Crimson and is being outfitted at the local dealer service center.

(4) A competent Crimson Fire service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay Crimson Fire the sum of **Eight Hundred Sixty Thousand Dollars (\$ 860,000.00) ("Purchase Price")**. The Purchase Price (a) includes a discount of \$ () dollars for a \$ _____ dollar prepayment to be made at _____ (type of prepayment option chosen); OR (b) Customer reserves the right to receive a \$ _____ discount if, after the Effective Date, a \$ _____ prepayment is made at _____ (type of prepayment option chosen). Net payment is due upon delivery to Customer, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Crimson Fire reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Crimson Fire. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Crimson Fire and hold Crimson Fire harmless from any such tax, interest or penalty which may at any time be assessed against Crimson Fire.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Crimson Fire, completion of any discrepancy list, and shipment of Apparatus and Equipment from Crimson Fire's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Crimson Fire will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Crimson Fire has received full payment of the Purchase Price and taxes.

(7) Crimson Fire shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Crimson Fire, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Crimson Fire shall not be liable to Customer or anyone else in tort for any

negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.

(8) Customer shall indemnify Crimson Fire against, and hold Crimson Fire, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Crimson Fire's breach of its obligations under this Contract.

(9) Crimson Fire warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) Crimson Fire shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of Crimson Fire until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Crimson Fire may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Crimson Fire takes possession.

(12) This Contract will only be binding on Crimson Fire after it is signed and approved by an officer of Crimson Fire. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Crimson Fire, be brought in a court of record of the State of South Dakota in Minnehaha County, in the United States District Court for the District of South Dakota, or in a court of record of the State of Michigan in either Kent County or Eaton County, where Crimson Fire's parent company, Spartan Motors, Inc., is located, or in the United States District Court for the Western District of Michigan, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By: _____ on _____
Crimson Fire Sales Representative – Print Name Date

Crimson Fire Sales Representative Signature

This Contract is agreed to by the parties as of the Effective Date.

Crimson Fire, Inc.

By: _____
Crimson Fire, Inc. Officer Signature

Print Name

Its: _____

Date

Customer: _____

By: _____
Customer Signature

Print Name

Its: _____

Date

TAX COLLECTOR'S REFUNDS/ABATEMENTS JUNE, 2009				V-A
DOLLAR AMOUNT	PERSON/CORPORATION REFUNDS	MV/PERS.PROP REAL ESTATE	TAX/ASSESSOR REQUESTING DEPT.	REASON FOR
\$321.55	DCFS TRUST	MOTOR VEHICLE	07 ASSESSORS	LEASE END
\$34.16	JOLYNN ENTERPRISES LLC	REAL ESTATE	07 ASSESSORS	ASSESSORS ADJUSTMENT
\$255.00	NUTMEG INDUSTRIAL PARK LLC	SEWER USER	08 WPCA	PER WPCA ADMINISTRATOR
\$15.69	SCALLEY JUSTIN T	MOTOR VEHICLE	07 ASSESSORS	VEHICLE SOLD
\$365.68	VW CREDIT LEASING LTD	MOTOR VEHICLE	07 ASSESSORS	VEHICLE SOLD
\$992.08	JUNE REFUND TOTAL			
	ABATEMENTS			
\$0.00	JUNE ABATEMENT TOTAL			
\$992.08	JUNE 2009 REFUND AND ABATEMENT TOTAL			
REF JUNE09				

VOL 397 PAGE 0724

RECEIVED FOR RECORD

2340

V-E

WARRANTY DEED - STATUTORY FORM

VOL 397 PAGE 224-226
ELLINGTON LAND RECORDS

2003 OCT 14 A 11:48

KNOW YE, That It, **WESTWOOD PARK, INC.**, a Connecticut corporation having its principal office at P.O. Box 2499, in the Town of Vernon, County of Tolland and State of Connecticut, acting herein by **MONROE MOSES**, Its President, Duly Authorized,

for consideration paid

grant to the **TOWN OF ELLINGTON**, a municipal corporation having its territorial limits within the Town of Ellington, County of Tolland and State of Connecticut,

with **WARRANTY COVENANTS**


all that road known and designated as Barbara's Way on a map or plan entitled "RECORD DRAWING IMPROVEMENT LOCATION SURVEY GRANT HILL ESTATES STA. 0+00 TO STA. 9+60 BARBARA'S WAY ELLINGTON, CONNECTICUT GARDNER & PETERSON ASSOCIATES 178 HARTFORD TURNPIKE TOLLAND, CONNECTICUT PROFESSIONAL ENGINEERS LAND SURVEYORS BY E.R.P. SCALE 1" = 40' DATE 01-21-02 SHEET NO. 1 OF 1 MAP NO. 9583-AB REVISIONS 02/10/2003 RIGHT TO DISCHARGE 06/17/2003 LOT 1 & 8 NOTES" which map is or will be filed in the Ellington Town Clerk's Office to which reference may be had for a more particular description of said roadway.

TOGETHER will all drainage, slope and maintenance easements shown on said map as in favor of the Town of Ellington.


SAID premises are subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

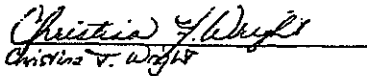
SIGNED this 26th day of August, A.D. 2003.

WITNESSED BY:


Susan Boyan

WESTWOOD PARK, INC.

By 
Monroe Moses, Its President
Duly Authorized


Christina V. Wright

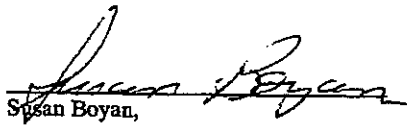
STATE OF CONNECTICUT)
COUNTY OF TOLLAND) ss. Vernon

On this the 26th day of August, 2003, before me, the undersigned officer, personally appeared **MONROE MOSES** who acknowledged himself to be the President of **WESTWOOD PARK, INC.** a Connecticut corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NO CONVEYANCE TAX COLLECTED


TOWN CLERK OF ELLINGTON


Susan Boyan,
Commissioner of the Superior Court

V-I

TRANSFER STATION HOST COMMUNITY AGREEMENT

This Transfer Station Host Community Agreement (this "Agreement") is made as of this _____ day of _____, 2009 (the "Effective Date"), by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 ("CRRA") and Town of Ellington, a municipality and political subdivision of the State of Connecticut, having its principal place of business at _____, _____, _____ (the "Municipality").

PRELIMINARY STATEMENT

CRRA is the owner of a certain piece or parcel of real property (the "Real Property") located at Ellington, Connecticut upon which Property CRRA operates a certain transfer station (the "Ellington Transfer Station"). See **Exhibit A** for a copy of the legal description of the Ellington Transfer Station. CRRA is also the owner of certain personal property used in the operation of the Ellington Transfer Station (the "Personal Property"). CRRA and Municipality entered into a certain agreement executed on or about May 16, 2000 (the "Host Benefit Agreement"), under which CRRA agreed to pay Municipality certain payment(s) in consideration for permitting the delivery of solid waste to the Ellington Transfer Station from certain other towns. CRRA and the Municipality now desire to enter into this Agreement whereby CRRA agrees to make payments to the Municipality in lieu of taxes on the Real Property and Personal Property pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes ("PILOT Payments").

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRRA and Municipality hereby agree as follows:

1. **Definitions.** As used in this Agreement, the words and terms listed below shall have the following meanings:
 - (a) "Acceptable Solid Waste" means Solid Waste (as defined in the Service Contract) normally collected from households, industrial and commercial establishments for disposal at a sanitary landfill, but does not include (i) Non-Processible Solid Waste (as defined in the Service Contract) that has been properly rejected by CRRA or the Municipality at the Ellington Transfer Station in accordance with the Service Contract.
 - (b) "Change In Law" shall mean the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date of this Agreement of a federal, state, city, or local law, ordinance, code, or regulation, rule, order or ruling by any federal, state, or local court, administrative agency or governmental body (except to the extent that such order or ruling is a result of the willful or negligent action or

inaction of the party claiming such Change In Law) that imposes requirements or restrictions on: (i) CRRA's performance under this Agreement; or (ii) new financial obligations of CRRA to pay Municipality monies in addition to the CRRA's PILOT Payments

- (c) "PILOT Payments" shall mean payments in lieu of taxes as authorized and permitted pursuant to Sections 22a-270 and 22a-270a of the Connecticut General Statutes.
- (d) "Transfer station" shall have the meaning set forth in the definition provided in Connecticut General Statutes §22a-260 (12).
- (e) "Service Contract" shall mean the solid waste disposal services contract to be entered into between CRRA and the third party haulers under which the third party haulers are authorized to deliver Acceptable Solid Waste to the Ellington Transfer Station.

2. **Representations and Covenants of Municipality.** Municipality represents, warrants and covenants to CRRA that:

- (a) At the time of the execution of this Agreement, Municipality has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by Municipality (1) has been duly authorized by the governing body of the Municipality, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to Municipality or any provisions of Municipality's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the Municipality has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of the Municipality.
- (c) The execution and delivery of this Agreement by the Municipality, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of Municipality or any agreement, indenture, mortgage, trust, contract, permit or instrument to which Municipality is a party or by which Municipality is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Municipality, enforceable against Municipality in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy,

insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of Municipality, threatened against Municipality that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by Municipality in connection with the transaction contemplated hereby.
- (e) At the time of the execution of this Agreement, the Ellington Transfer Station is in compliance with all applicable codes, regulations and ordinances of the Municipality, including without limitation building, electrical, fire, health and safety and zoning codes.

3. **Representations and Covenants of CRRA.** CRRA represents, warrants and covenants to Municipality that:

- (a) At the time of the execution of this Agreement, CRRA has been duly created and is validly existing as a body politic and corporate constituting a public instrumentality and political subdivision of the State of Connecticut and has the power, authority and legal right, to enter into and perform its obligations set forth in this Agreement.
- (b) The execution, delivery and performance of this Agreement by CRRA (1) has been duly authorized by the governing body of CRRA, (2) does not require any consent, approval or referendum of voters, and (3) will not violate any judgment, order, law or regulation applicable to CRRA or any provisions of CRRA's enabling legislation, by-laws or resolutions. In addition, the signatory to this Agreement for the CRRA has the requisite power, legal authority, and legal right to execute and deliver this Agreement on behalf of CRRA.
- (c) The execution and delivery of this Agreement by CRRA, and the performance of all its obligations set forth herein do not conflict with, and will not, with the passage of time or the giving of notice, constitute a breach of or an event of default under any enabling legislation, by-laws or resolutions of CRRA or any agreement, indenture, mortgage, trust, contract, permit or instrument to which CRRA is a party or by which CRRA is bound. This Agreement has been duly executed and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of CRRA, enforceable against CRRA in accordance with its terms, except as enforcement thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the application of general principles of equity concerning remedies.

- (d) At the time of the execution of this Agreement, there is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental authority, pending or, to the knowledge of CRRA, threatened against CRRA that in any way would materially adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by CRRA in connection with the transaction contemplated hereby.
- (e) Throughout the term of this Agreement, CRRA agrees to operate the Ellington Transfer Station in accordance with all applicable municipal, state, and federal laws, regulations, and rules.
- (f) If at any time during the term hereof CRRA becomes aware of any proposed or pending legislation which, if effected, would constitute a Change In Law hereunder, CRRA shall promptly notify the Municipality, and if available, provide a copy thereof.

4. **Host Community Benefits and PILOT Payments.**

- (a) CRRA operates the Ellington Transfer Station in the Municipality and CRRA desires to provide PILOT Payments to the Municipality. From July 1, 2007 through June 30, 2008(the "Base Year"), CRRA's PILOT Payment shall be \$ 0.50 for each ton of Acceptable Solid Waste that is accepted and processed at the Ellington Transfer Station.
- (b) For each year succeeding the Base Year ("Succeeding Year"), CRRA's Pilot Payment shall be adjusted upward if the cost of living index as provided herein discloses an increase in the cost of living, according to the United States Consumer Price Index CUURX100SA0 (**Exhibit B**). Such Pilot Payment shall be adjusted upward by the percent which such price index has moved since the prior year, to be determined on the annual anniversary of the Effective Date, provided that no increase in any Succeeding Year shall be more than three per cent. For purposes of this Agreement, the United States Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers (Cross Classification of Region and Population Size Class, Northeast/Size Class B/C Index, All Items) (December, 1996 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- (c) The PILOT Payments shall be due and payable to the Municipality on a quarterly basis after CRRA receives and approves the monthly written tonnage figures from the Ellington Transfer Station. Within forty-five (45) days after CRRA approves the quarterly written tonnage figures, CRRA shall forward the Municipality the applicable quarterly PILOT Payment.

- (d) The payment adjusted in accordance with Section 5(b) shall be due and payable at the time the Authority makes the first payment in accordance with Section 4(c) after the Effective Date.
- (e) In the event of a Change in Law that may impact or alter the payment terms provided for herein the parties desire to and make provision for that possibility as follows:
 - (e)1. In the event CRRA is required to make a PILOT payment equal to or less than the amount then being paid under this Agreement, then there shall be no change in the amount CRRA pays to the Town and such payment shall be considered to satisfy CRRA's obligation under such new law.
 - (e)2. In the event CRRA is required to make a PILOT payment greater than the amount then being paid under this Agreement, then CRRA shall pay the higher amount but shall not be obligated to pay the amount prescribed under this Agreement.
 - (e)3. In the event CRRA is required to make a payment for a purpose other than a PILOT payment, or in the event the law prescribes that the payment required shall be in addition to any previously agreed upon PILOT payment, then such payment shall be in addition to the payments prescribed in this Agreement.

If a Change In Law takes effect and CRRA is obligated to provide new monies to Municipality above and beyond CRRA's PILOT Payment, then CRRA shall deduct from the amount of CRRA's PILOT Payment any new payments that CRRA must pay to the Municipality as a result of said Change In Law, unless the law pursuant to which the new monies are authorized specifically mandates that such funds are in addition to any PILOT Payments received by the Municipality pursuant to a written agreement. If the new payments as a result of the Change In Law are in excess of CRRA's PILOT Payment, then CRRA shall not be obligated to pay any of CRRA's PILOT Payments.

5. **Termination of Existing Agreements.**

- (a) Upon the Effective Date herein, CRRA and the Municipality hereby agree that the Host Benefit Agreement as detailed in the Preliminary Statement herein shall terminate immediately and be of no further legal force and effect.
- (b) All payments made pursuant to the Host Benefit Agreement, between the period of July 1, 2007 through the Effective Date, shall be credited toward the payment that CRRA shall make to Municipality pursuant to

paragraph 4(a) and 4(b) of this Agreement for the period of July 1, 2007 through the Effective Date.

6. **Term of Agreement.**

- (a) The term of this Agreement shall begin on the Effective Date hereof and shall terminate on June 30, 2017. However, CRRA may elect to terminate this Agreement upon the occurrence of one of the following events: (i) the Ellington Transfer Station is closed, deemed inoperable, or no longer used as a transfer station; (ii) CRRA sells or in any way transfers its ownership interest in the Ellington Transfer Station; (iii) CRRA no longer operates the Ellington Transfer Station; (iv) the Municipality shall cause to be enacted or amended any zoning regulations, restrictions, rules, or ordinances or any other regulations that shall materially adversely affect CRRA's use and enjoyment of the Ellington Transfer Station as presently constituted; or (v) CRRA is unable to obtain any Municipal Permit (as defined in Paragraph 10. below) necessary to operate the Ellington Transfer Station as presently constituted.

7. **Transfer Station Permits.**

- (a) During the term of this Agreement, CRRA may be required to obtain Connecticut Department of Environment Protection ("CTDEP") permit renewals and possibly other new CTDEP permits to operate the Ellington Transfer Station (the "CTDEP Permits"). The Municipality acknowledges and agrees that all such CTDEP Permits are required to operate the Ellington Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality shall support any applications for said CTDEP Permits by CRRA that are required to operate the Ellington Transfer Station. . There shall be no obligation to support any application that expands the quantity or type of refuse accepted or expands the currently permitted storage on that site.
- (b) In the event that CRRA seeks a modification of the CTDEP Solid Waste Operating Permit and/or any permit issued by a commission or agency of the Municipality that results in either (i) an increase in the permitted tonnage of waste to be processed at the Ellington Transfer Station; or (ii) the addition of a type of waste that is different from the type of waste currently processed at the Ellington Transfer Station, then CRRA and the Municipality agree to renegotiate the terms of this Agreement to address any material adverse impact that such increase or addition has upon the Municipality

- (c) Upon its signing of this Agreement, the Municipality certifies and attests that the Ellington Transfer Station is currently in compliance with all the regulations, codes, and ordinances of the Municipality. During the term of this Agreement, CRRA may be required to obtain additional municipal permits, licenses and/or zoning approval from the Municipality to operate the Ellington Transfer Station (the "Municipal Permits"). The Municipality acknowledges and agrees that all such Municipal Permits are required to operate the Ellington Transfer Station in accordance with this Agreement. Therefore, and in consideration of receiving CRRA's PILOT Payments, the Municipality agrees that it will cooperate pursuant to CRRA's request as reasonably necessary for CRRA to secure all permits, licenses or zoning approvals that are within the jurisdiction and authority of the Municipality or within the jurisdiction and authority of the Municipality's various departments, agencies, officers, boards or councils, and that are required in order for CRRA to operate the Ellington Transfer Station; provided that at the time of such request, CRRA is in compliance with all Municipal ordinances regarding noise, traffic, or public safety, as well as all applicable requirements of the Connecticut Department of Environmental Protection. Nothing herein shall obligate the Municipality to require any of its independent boards, commissions, agencies or officers not to exercise their respective duties, decisions or opinions in reviewing any application or operation of CRRA so long as the application or exercise of such duties is made in good faith. The Municipality further agrees that it will designate a specific officer or agent having appropriate experience and authority, whose responsibility it will be to work with CRRA in assuring that CRRA obtains the cooperation and assistance of the Municipality, subject to the terms of this Agreement and all applicable laws.

8. **Miscellaneous.**

- (a) Except for purposes relating to CRRA's financing of its collateral and its security agreement purposes, neither CRRA nor the Municipality shall be permitted to assign or transfer this Agreement to a third party without the prior written consent of the other party, and any such assignment without such prior written consent shall be void.
- (b) The parties hereby agree that any controversy arising out of this Agreement or breach thereof shall be submitted to a board of arbitration consisting of three persons. The board of arbitration shall consist of one person selected by CRRA and one person selected by the Municipality, these two people to select the third person. The arbitrators shall be professionals familiar with the operation of transfer stations or similar entities. All decisions of the arbitrators must be by at least a majority of the arbitrators, and shall be in writing, and shall state the reasons for said decision. The decision of the board of arbitrators shall be binding

upon each of the parties. The rules of arbitration of the American Arbitration Association shall be applicable to any arbitration held hereunder, to the extent not otherwise inconsistent herewith.

- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
- (d) This Agreement constitutes the entire Agreement and understanding between the parties hereto concerning the subject matter hereof and supersedes any and all previous agreements, written or oral, between the parties hereto concerning the subject matter hereof.
- (e) This Agreement may not be amended, modified or supplemented except by a writing signed by both parties hereto that specifically refers to this Agreement. Any oral representations, letters or any accommodation by any of the parties, shall not in any way create a course of dealing, which changes the terms of this Agreement or modifies this Agreement.
- (f) CRRA and Municipality hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
- (g) The captions contained in this agreement have been inserted for convenience only and shall not affect or be effective to interpret change or restrict the express terms and provisions of this agreement
- (h) Unless specifically provided otherwise in this Agreement, whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require.

IN WITNESS WHEREOF, CRRA and the Municipality have respectively signed this Agreement as of the day and year first above written.

MUNICIPALITY
TOWN OF ELLINGTON

By _____

Its
Duly Authorized

CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By _____

Thomas D. Kirk
Its President
Duly Authorized

EXHIBIT A

LEGAL DESCRIPTION OF ELLINGTON TRANSFER STATION

ELLINGTON TRANSFER STATION BOUNDARIES DESCRIPTION

That certain piece or parcel or land situated in the Town of Ellington, County of Tolland and State of Connecticut, and more particularly bounded and described as follows:

Beginning at a concrete monument on the easterly side of Connecticut Route 140 (Sadds Mill Road), so-called, which monument is the northwest corner of the premises herein described and the southwest corner of premises now or formerly of Sally T. Bissel & Rachel DeRham or Thompson Family Trust; thence on the arc of a circular curve of radius 1118.99 feet southerly and easterly a distance 60.43 feet to a point along said Route 140; thence on the arc of a circular curve of the radius 1118.99 feet a distance of 242.48 feet to a point; thence easterly by interior angle of $83^{\circ} 48'$ with the chord of the last mentioned line a distance of 17 feet to a point; thence on the arc of a circular curve of radius 1101.99 feet southerly and easterly a distance of 104.96 feet; thence by interior angle of $177^{\circ} 16'$ with the chord of the last mentioned line southerly a distance of 40.3 feet to a point; thence westerly by interior angle of 270° with the aforementioned line a distance of 17 feet to a point; thence southerly by interior angle of 90° with the aforementioned line a distance of 11 feet to a point; thence on the arc of a circular curve of radius 1670.30 feet southerly and westerly a distance of 445.62 feet to a point; thence southerly by interior angle of 183.29° with the chord of the last mentioned line a distance of 364.40 feet to a point; thence on the arc of a circular curve of radius 851.51 feet southerly and westerly a distance of 225.95 feet to a point, all of the above bearings being on the easterly side of Conn Route 140; for a total distance 1,526.14 feet; thence by interior angle of $94^{\circ} 12' 30''$ easterly along land now formerly of John A. & Louis B. DeCarli, Sr., 581.82 feet to a point;

Thence $N 02^{\circ} 08' 39'' E$, 125.00 feet to a point; thence $N 53^{\circ} 50' 34'' E$, 120.00 feet to a point; thence $N 11^{\circ} 16' 49'' E$, 78.22 feet to a point; thence $N 53^{\circ} 56' 16'' E$, 411.57 feet to a point; thence $N 02^{\circ} 08' 39'' E$, 1,027.69 feet to a point; such point being the common proper corner of now or formerly CRRA, John A. & Louis B. Carli and the Thompson Family Trust. The last five courses having a total distance of 1,762.48 feet and being along land now or formerly of John A. & Louis B. DeCarli; thence $S 82^{\circ} 37' 45'' W$, 506.97 feet to a point; thence $S 81^{\circ} 21' 13'' W$, 666.00 feet to a point; thence $S 83^{\circ} 27' 44'' W$, 539.30 feet to the point and place of beginning. The last three courses having a total distance of 1712.27 feet and being along land now or formerly Sally T. Bissel & Rachel DeRaham or Thompson Family Trust.

The above description is represented in a map entitled "Site Plan Showing Location of Thermal Oxidizer Station-Landfill Gas Collection and Combustion System, CRRA Ellington Landfill Conn Route 140-217 SADDs Mill Road Ellington, CT Scale 1"=200 feet Date 10/28/05

N/F SALLY T. BISSEL & RACHEL
DENHAM OR THOMPSON FAMILY TRUST

APPROXIMATE LOCATION OF PROPERTY BOUNDARY

P.O.B.

1712.27'

N/F CONNECTICUT RESOURCES
RECOVERY AUTHORITY

C.R.A.
ELLINGTON
LANDFILL

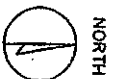
APPROXIMATE LOCATION OF
LANDFILL ELECTRICAL SERVICE

APPROXIMATE 15' FEET
DISTANCE TO PROPERTY
BOUNDARY
THERMAL OXIDIZER STATION - LANDFILL GAS
COLLECTION AND COMBUSTION SYSTEM AREA
OF ENCLOSURE = 1,800 SQUARE FEET.
HEIGHT OF EXHAUST STACK = 30 FEET.

N/F JOHN A. & LOUIS B. DECARU

1. THIS PLAN TO BE USED FOR LOCATION OF LANDFILL
GAS COLLECTION AND COMBUSTION SYSTEM COMPONENTS
ONLY. THE LOCATIONS OF ALL OTHER SITE FEATURES
SHOWN ARE APPROXIMATE.

NOTES



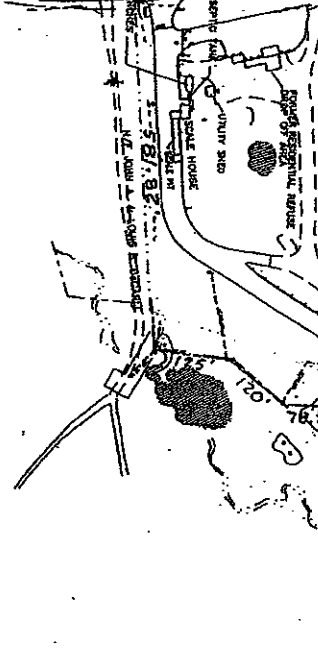
LEGEND

- UTILITY POLE
- UNDERGROUND ELECTRICAL
- UNDERGROUND WATER
- WATER SURFACE
- CONCRETE MONUMENT FOUND
- PROPERTY/NEED/STREET LINE

N/F KOLESINSKI
(204 SADD'S MILL RD.)

APPROXIMATE LOCATION OF NORTH POLE

APPROXIMATE LOCATION OF LANDFILL ELECTRICAL SERVICE



SITE PLAN SHOWING LOCATION OF THERMAL
OXIDIZER STATION - LANDFILL GAS
COLLECTION AND COMBUSTION SYSTEM

C.R.A. ELLINGTON LANDFILL
CONN. ROUTE 140
217 SADD'S MILL ROAD
ELLINGTON, CONNECTICUT

SCALE IN FEET
0 100 200

SITE PLAN
DATE
10/28/05

EXHIBIT B

UNITED STATES CONSUMER PRICE INDEX CUURX100SA0



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Search: All BLS.gov

for:



125 YEARS BUREAU OF LABOR STATISTICS

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[A - Z Index](#) | [About BLS](#)

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options:

From: 1999 To: 2009

☐ Include graphs [NEW!](#)

[More Formatting Options](#)

Data extracted on: June 11, 2009 (9:30:39 AM)

Consumer Price Index - All Urban Consumers

Series Id:	CUURX100SA0																
Not Seasonally Adjusted																	
Area:	Northeast urban - Size Class B/C																
Item:	All items																
Base Period:	DECEMBER 1996=100																
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2		
1999	102.6	103.0	103.2	103.9	103.9	103.8	103.9	104.3	105.1	105.3	105.1	105.4	104.1	103.4	104.9		
2000	105.9	106.8	107.3	107.5	107.4	107.7	108.2	108.0	108.3	108.8	108.9	108.8	107.8	107.1	108.5		
2001	109.6	109.8	110.4	110.7	110.8	111.0	110.7	110.5	110.4	110.6	110.9	110.3	110.5	110.4	110.6		
2002	110.5	110.5	111.2	111.9	112.0	111.6	111.8	112.0	112.6	113.0	113.1	112.6	111.9	111.3	112.5		
2003	113.1	113.8	115.0	114.4	114.2	113.9	114.5	114.4	115.0	115.2	115.3	115.0	114.5	114.1	114.9		
2004	116.0	116.6	117.4	118.1	118.3	118.7	119.2	118.9	119.2	120.1	120.1	119.2	118.5	117.5	119.5		
2005	119.4	120.1	121.3	122.0	121.6	121.8	123.0	123.0	124.5	125.2	124.3	123.6	122.5	121.0	123.9		
2006	124.8	125.2	126.0	127.3	127.4	127.7	128.2	128.5	127.2	126.9	126.4	126.7	126.9	126.4	127.3		
2007	127.237	127.546	128.691	129.563	130.488	130.893	131.391	130.519	130.206	130.761	132.049	132.323	130.139	129.070	131.208		
2008	133.301	133.511	134.611	135.739	136.913	138.542	139.623	138.537	137.723	136.730	134.445	132.830	136.042	135.436	136.648		
2009	133.308	133.967	134.411	134.547													

V-5

**AGREEMENT BETWEEN
VISITING NURSE & HEALTH SERVICES OF CONNECTICUT, INC.
AND
THE TOWN OF ELLINGTON**

This Agreement made this 1st day of July, 2009 by and between Visiting Nurse & Health Services of Connecticut, Inc., a non-profit corporation organized under laws of the State of Connecticut, and located in the town of Vernon, Tolland County Connecticut, hereinafter referred to as VNHSC and the Town of Ellington, a municipal corporation in the County of Tolland, State of Connecticut, hereinafter referred to as the Town.

This Agreement provides for comprehensive home health, hospice and related community health programs defined as follows. Comprehensive home health and related community health programs shall include and be limited to the following Programs provided in all communities.

HOME HEALTH CARE:

Skilled nursing care is provided in the home to patients under medical supervision. Medical Social Work Services, Physical Therapy, Speech Therapy, Occupational Therapy and Home Health Aide Services are also available to patients under this program.

HOSPICE HOME CARE PROGRAM:

A Hospice is a program of palliative and supportive services which provides physical, psychological, social and spiritual care for dying persons and their families. Services are provided by a medically supervised interdisciplinary team of professionals and volunteers. Home care is provided on an intermittent, regularly scheduled, and around-the-clock on-call basis. Bereavement services are available to the family. Admission according to VNHSC's Admission Policies. Referral, Delivery of Service Policies, and Discharge Policies of VNHSC will apply to the Hospice Home Care Program.

COMMUNITY HEALTH PROGRAM:

ELDER WELLNESS PROGRAM

Regular sessions are held at senior citizens housing complexes and other community sites. These provide an opportunity for residents over 60 to receive blood pressure, blood cholesterol and blood sugar screening, counseling in the areas of lifestyle, diet, medications and to participate in early disease detection programs.

COMMUNICABLE DISEASE PROGRAM

Follow-up on reported cases of tuberculosis and their contacts to assure proper treatment and care. Follow-up visits, as needed, are made for other communicable disease such as hepatitis.

FLU CLINIC

Special clinics are held in collaboration with each Town Health Officer to provide Flu vaccine to appropriate citizen groups.

ADULT DAY CARE

Services are available five (5) days per week for older and/or handicapped members of the community who require daytime supervision. The program provides supervised activities, a hot meal, snacks, personal care, rehabilitative therapies, and recreational programs.

OTHER

1. It is understood that the First Selectman may be empowered by the Board of Selectmen to administer this Agreement for community health services.
2. Until such time as the needs change, as determined by evaluation of services and mutual agreement of the parties, such services shall be furnished to the Town as enumerated and billed for the necessary nurses' time to meet visit and non-visit activities.
3. Statistical Reports shall be submitted to the First Selectman, Ellington Health Commission, and District Director of Health by the President/CEO of VNHSC.
4. VNHSC reserves the privilege of immediately terminating this Agreement if at any time the Town fails to have a Town Board of Selectmen or pay its debts when due, upon sixty (60) days notice to the Town.
5. The Town shall reimburse VNHSC for providing community health nursing services provided under the terms set forth in this Agreement. The proposed budget for the Town was based on the volume of services rendered in the past fiscal year with appropriate projections for visits to account for home care services and professional hours to account for non-visiting activities (Elder Wellness Clinics, and Flu Clinics). Charges are based on the State of Connecticut Department of Social Services approved rates related to the cost of salary, benefits and mileage, supervisory assistance, overhead expenses related to space occupancy, nursing supplies, office supplies, and general expenses. The Town shall only be billed for nursing visits and Home Health Aide hours to those patients who do not have a source of third party reimbursement. The Town shall be billed for professional hours, preparation time for service rendered in clinics and other group activities (or other non-visit activities).
6. Reimbursement to VNHSC shall be monthly, based on the amount of the bill for that month. In no event shall the cost for service exceed the budgetary allocation of the Town for VNHSC unless amended by the Town's governing authority during the term of this Contract.
7. The fees and hours of service shall be in keeping with the practice established by VNHSC. The Delivery of Services Policies governing services provided by VNHSC staff shall apply to those direct service staff serving the Town.

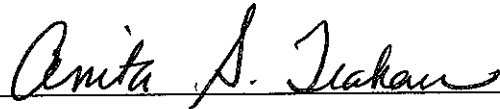
8. Representation on the Board of Directors of VNHSC shall be extended to the Town to the extent that the highest Officer or designated alternate of the Town may serve, provided that no community advisor shall have the right to vote, the right to be counted in determining a quorum, or any other rights or duties accorded to a director by the Certificate of Incorporation, the Bylaws of VNHSC, or the law. It shall be the duty of the Town to present the name of its Board advisor one (1) month prior to the Annual Meeting of VNHSC in October of each year.
9. VNHSC shall maintain liability insurance in the amount of \$1,000,000. for the performance of its duties at its own expense and shall forward a Certificate of Insurance to the Town.

The terms of this contract shall be from July 1, 2009 through June 30, 2010. This Agreement entered into this 1st day of July, 2009 between Visiting Nurse & Health Services of Connecticut, Inc. and the Town, as herein defined shall remain in effect for the term, as herein defined, and shall be extended for a similar one (1) year term unless either party gives written notice of termination within one hundred eighty (180) days of the then current term.

WITNESSES:



**Visiting Nurse & Health Services of
Connecticut**



Witness

June 5, 2009

DATE

June 5, 2009

DATE

The Town of Ellington

Witness

DATE

DATE

DATE: Monday, May 18, 2009
TO: PARKS AND RECREATION COMMISSION/BOARD OF SELECTMEN
FROM: Bob Tedford, RECREATION DIRECTOR
Mary M. Bartley, RECREATION SUPERVISOR WATERFRONT DIRECTOR
SUBJ: 2009 Recreation Department Waterfront/Gate Attendant Employee Recommendations

Applicant		Wage	
1. Felicia LaPlante (WSI/LGT) 7 th year	871-7001 hm 878-4245cell	Assistant Waterfront Director	\$12.00 full-time
2. Anna Trueb (WSI/LGT) 3 rd year	872-0121 hm	Head Guard	\$9.50 full-time
3. Nicholas Kellner (WSI/LGT) 4 th year	871-7001 hm 803-1682 cell	Head Guard	\$9.00 full-time
4. Kelly McPartland (WSI/LGT) 3 rd year	872-9011 hm		\$9.25 full-time
5. Janese Pike (WSI/LGT) 3 rd year	870-7811 hm 559-5619 cell		\$8.50 full-time
6. Amanda Blanchard (WSI/LGT) 3 rd year	870-5370 hm 930-2956 cell		\$8.50 part-time
7. Erica Moody (LGT) 3 rd year	875-1459 hm 707-5793 cell		\$8.75 part-time
8. Leila Rebai (LGT) 3 rd year	875-9797 hm		\$8.50 part-time
9. Morgan McPartland (LGT) 2 nd year	872-9011hm 539-7629 cell		\$8.25 part-time
10. Samuel Moody (LGT) 2 nd year	875-1459hm 519-6176 cell		\$8.25 part-time
11. Jordon Webber (LGT) 2 nd year	875-1992hm 212-6316 cell		\$8.25 part-time
12. Katie D'Onofrio (LGT) 1 st year	966-0151cell		\$8.20 full-time
13. Christopher D'Onofrio (LGT) 1 st year	878-1164 cell		\$8.20 full-time
14. Elena Fader (LGT) 1st year	871-2231 hm 716-8724cell		\$8.20 full-time
Waterfront Subs:			
15. Jena Savage (WSI/LGT) 6 th year	896-0339 hm 798-2272 cell		\$10.00 substitute part-time
16. Alyssa DeLand (LGT) 1 st year	875-6690 hm 558-4681 cell		\$8.20 substitute part-time
Gate Attendant Substitute			\$9.00 part-time

*The Recreation Department anticipates the feasibility of hiring other part-time lifeguards/water safety instructors on an as needed basis due to staff emergencies, vacations and weather changes. Existing lifeguards may be asked to serve as gate attendants during daily operations.

NOTE: All Staff Scheduling of hours is based on the Individual Employees hours/ calendar of availability.

V-K

DATE: May 20, 2009

TO: Parks and Recreation Commission/Board of Selectmen
FROM: Bob Tedford and Mary Bartley/Recreation Department
SUBJ: 2009 Summer Recreation Department Program Staff

Applicant	Wage
1. Kristen Wasielewski, Director	\$13.00 Full-Time
2. Allison Breen, Assistant Director	\$10.50 Full-Time
3. Christine Frank, Assistant Director	\$11.00 Full-Time
4. Karyn Deptula, Counselor	\$9.50 Part/Full-Time
5. Brady Giroux, Counselor	\$8.75 Part/Full-Time
6. Zachary Wasielewski, Counselor	\$8.50 Part/Full-Time
7. Kara Stauffer, Counselor	\$8.25 Part-Time
8. Sarah Chouinard, Counselor	\$8.00 Part-Time
9. Michael Bedson, Counselor	\$8.25 Part-Time
10. Erica Duguay, Counselor	\$8.75 Part-Time
11. Trevor Giroux, Counselor	\$8.75 Part-Time

Special Event Staff
Day Camp, Gate Attendant, Sports Specific Camps, Maintenance Projects, Multi Sports Camps
12. Erica Begin Part-Time (as needed on a weekly basis) \$8.00
13. Kara Modzelewski Part-Time (as needed on a weekly basis) \$8.25
14. Tim Flint Part-Time (as needed on a weekly basis) \$8.50
15. Chris Binkowski Part-Time (as needed on a weekly basis) \$8.00
16. Tim Larew Part-Time (as needed on a weekly basis) \$8.00
17. Ryan Frank Part-Time (as needed on a weekly basis) \$8.00
18. Jacob Fisher Part-Time (as needed on a weekly basis) \$8.25
19. Tim Heintz Part-Time (as needed on a weekly basis) \$8.00
20. Nicole Squadrito Part-Time (as needed on a weekly basis) \$8.75

V-M

Carol R. York

From: Bill Merson [billmerson@comcast.net]
Sent: Monday, June 08, 2009 8:14 PM
To: Michael Stupinski; Carol R. York
Cc: Dave Artz; Jeanie Burns; Monique Burns; Jack Turner
Subject: Addition to BOS agenda for June 15th 2009

The Ad Hoc Crystal Lake Milfoil Committee requests that the Board of Selectmen waive the competitive bidding process in regard to selecting a contractor to do the suction harvesting project at Crystal Lake.

We have been in contact with Chuck Lee of the DEP and he knows of only one contractor that does suction harvesting. Namely Bruce Lockhart of Water's Edge (formerly Lockhart Environmental) .

According to Chuck we are on "new ground" in CT with suction harvesting and there are only two projects in the state he knows of to date:

- 1- Crystal Lake Association's demonstration project in 2007 which was done by Bruce Lockhart.
- 2-Bantam Lake Project Association done by Bruce Lockhart.

We are presently attempting to contact Connie Trolle at Bantam Lake to obtain a reference.

Bruce Lockhart is a former Executive Director of the Connecticut Lakes Association and is well known and respected in the state for his knowledge of the lake ecology.

Bruce also comes recommended by George Knoecklin of Northeast Aquatic Research.

It is our feeling that we have had past experience with Bruce and his professionalism and this is a very important project for the Crystal Lake area and the Town of Ellington.

Regards,

Bill Merson
Vice President
Crystal Lake Association
Vice Chairman
Ad Hoc Crystal Lake Milfoil Committee
13 Aborn Road
Ellington, CT 06029
860-875-2750